





5209 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850 MAILING ADDRESS: P. O. BOX 24067 • SEATTLE, WA 98124-0067 WA CONTRACTOR'S LICENSE #MANSOCC032M1 • FAX (206) 764-8595

Re: Response to Supplemental Request for Information Pursuant to Section 104(e) of CERCLA, for the Lower Duwamish Waterway Superfund Site, Seattle, Washington

Respondent: Representative of Manson Construction Co. Site: Lower Duwamish Waterway, Seattle WA Manson Construction Co. 601 S Myrtle Street 1620 S 92nd Place

Seattle, WA 98108
King County Parcels: 0001600060

Date: First involvement at the Site to present

Exhibit A

Ownership of Property



July 9, 1976

Ms. Arvada E. McFarland D.B.A. Sound Estates Realty 24645 Pacific Highway South Kent, Washington 98031

Dear Ms. McFarland:

Re: Padilla Brothers Co.

A copy of the letter submitted by subject concerning the outstanding debts relating to the demolition of King County Housing South Park Courts is enclosed. We agree to see that these items are paid from the contract proceeds.

The Padilla Brothers will also agree to execute an indemnity agreement that you wish to provide concerning this job, which may be forwarded with your check for payment in full.

Sincerely yours,

H. T. WHITNEY
Assistant Manager

HTW/1b Encl.

cc. William Booth Munson-Osberg Co.
5209 E. Marginal Way South
Seattle, Washington 98134

July 7, 1976 Settle, Wa

Seattle First Nath Bunk Busien Brunch 230 SW 152 md

Attn: Tom Whitney:

Den Sin,

The following defts are outstooding and most be paid from proceeds of Monson Demo Joh in Southpurk through Sound Estate Party,

1) Seeffest Buch Burier #27, 700 plus interest of opporer \$ 25,000.00

2) Dumping Bill

2, 467.66

3) Wash. State Galen Tox.

1,750.00

4) FICA, State Industrial, etc.

450,00

5) John Shape

535,00

Total 30, 202.66

Podilla Brother Co. 12253-137 Ans So. South, Wha. 9,8168 244.1543

with falilla



.. THE CUSTOMER-MINDED STEEL COMPANY

5/27/76

Bill Royea,

For your files.

Glen Kulas

RECEIVED

MAY 2 8 1976

MARSON CONSTRUCTION & ENGINEERING CO.

Telephone: (206) 622-4992

rica Title	Insurance	Co
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ica Corporation

cord at Request of

e MANSON - OS

Deputy

Address // ZZ

City and State.....

RECORDED KC RECURDS

THIS SPACE PROVIDED FOR RECORDER'S USE.

By

NO SALES TAX

OFFICE OF THE COMPTROLLER

King County, Washington

Deputy

EXCISE TAX NOT REQUIRED King Co. Records Division

Statutory Warranty Deed

(CORPORATE FORM)

THE GRANTOR THE HOUSING AUTHORITY OF THE COUNTY OF KING, a public corporation,

for and in consideration of One Million Dollars (\$1,000,000.00)

in hand paid, conveys and warrants to MANSON CONSTRUCTION & ENGINEERING CO. and OSBERG CONSTRUCTION CO., Washington corporations, the following described real estate, situated in the County of , State of Washington:

That portion of the John Buckley Donation Claim No. 42, in Township 24 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the south line of Director Street, fmly Duwamish Avenue, As platted in South Park, according to the plat recorded in Volume 4 of Plats, page 87, in King County, Washington, with the easterly line of 14th Avenue South, as condemned in King County Superior Court cause No. 102901; thence south 89°46'57" east along the south line of Direction Street and south line produced 1486.627 feet to an intersection of the west line

rica Title Insurance Co

ca Corporation

cord at Request of

e MANSON -

City and State....

THIS SPACE PROVIDED FOR RECORDER'S USE:

RECORDED KC RECORDS

NO SALES TAX AFE. No. E352019

> MAY 1 3 1976 OFFICE OF THE COMPTROLLER King County, Washington

EXCISE TAX NOT REQUIRED King Co. Records Division

Deputy

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Except that portion as conveyed to the State of Washington by deed recorded under Auditor's File No. 4857821, for primary state highway No. 1. Subject to the following: Relinquishment of right of access to state highway and of light, view and air, under terms of deed to the State of Washington, recorded under King County Auditor's File No. 4857821 and easement for public utility poles affecting the west 15 feet of said property as set forth in instrument recorded under King County Auditor's File No. 5091828.

Secretary.

STATE OF WASHINGTON, King County of

day of May , 19 76, before me, the undersigned. a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Jim Wiley, the executive directorsed to me known to be the County of King, a public corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument add that the seal affixed (if any) is the corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

: This

Notary Public in and for the State of Washington, residing at Seattle

Form No. W-963 (Previous Form No. 467-CW)

efunded , IRS Levy

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MANSON-OSBERG CO.

General Contractors

1132 NORTH 128TH STREET - PHONE EMERSON 4-3562 SEATTLE, WASHINGTON 98133

May 18, 1976

RECEIVED

MAY 1 9 1976

Mr. James Wiley
Executive Director
Housing Authority of the County of King
15455 - 65th Avenue South
Tukwila, Washington 98188

CAMESON CONSTRUCTION & ENGINEERING CO.

Dear Jim:

The fact that the contract interest rate is 8%, and is in excess of current bank borrowing costs, is a very compelling reason to expedite payment. We, therefore, enclose our check as final payment computed as follows:

Balance (5/7/76)
Plus: Interest @ 8%
on balance for 11 Days

\$300,000.00

723.29

Payment Enclosed

\$300,723.29

We wish to thank you and all concerned for the fine relationships we have enjoyed during the entire period of this transaction.

Very truly yours,

MANSON-OSBERG CO.

Allan F. Osberg, President Osberg Construction Co.

AFO:1b · Encl.



D. B. A.

MANSON-OSBERG CO.

General Contractors

1132 NORTH 128TH STREET - PHONE EMERSON 4-3562 SEATTLE, WASHINGTON 98133

May 18, 1976



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D. B. A.

MANSON-OSBERG CO.

General Contractors

1132 NORTH 128TH STREET - PHONE EMERSON 4-3562 SEATTLE, WASHINGTON 98133

May 6, 1976

MAY 1 0 1976

Mr. James Wiley Executive Director Housing Authority of the County of King 15455 - 65th Avenue South Tukwila, Washington 98188

Dear Jim,

Further to our telephone conversation of the other day, we are enclosing additional payment in the amount of \$312,862.13 to apply against principal and interest due on the Real Estate Contract of February 26, 1976.

Presuming delivery of the payment on May 7, the account should now stand as follows:

Balance (4/30/76) Plus: Interest @ 8%	\$611,923.29
on Balance for 7 Days	938.84
Less: Payment (5/7/76)	\$612,862.13 312,862.13
Balance (5/7/76)	\$300,000.00

Best regards,

MANSON-OSBERG CO

Allan F. Osberg, President Osberg Construction Co.

AF0:1b

Encl. Check No. 8411



MANSON-OSBERG CO.

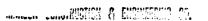
General Contractors

1132 NORTH 128TH STREET - PHONE EMERSON 4-3562 SEATTLE, WASHINGTON 98133

May 6, 1976

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	ce (4/30/76)	\$611,923.29
Plus:	Interest @ 8%	
	on Balance for 7 Days	938.84
		\$612,862.13
Less:	Payment (5/7/76)	312,862.13
Balan	ce (5/7/76)	\$300,000.00

Best regards,

MANSON-OSBERG CO

Allan F. Osberg, President Osberg Construction Co.

AF0:1b

Encl. Check No. 8411



D. B. A.

MANSON-OSBERG CO.

General Contractors

1132 NORTH 128TH STREET - PHONE EMERSON 4-3562

April 29, 1976

SEATTLE, WASHINGTON 98133

Mr. James Wiley Executive Director Housing Authority of the County of King 15455 - 65th Avenue South Tukwila, Washington 98188

Dear Jim,

We are enclosing our check for \$250,000.00 to apply against the principal and interest due pursuant to the Real Estate Contract of February 26, 1976.

Presuming delivery of this payment on April 30, the account should now stand as follows:

Purchase Price Less: Downpayment	\$1,000,000.00 150,000.00
Balance (2/26/76) Plus: Interest @ 8% on balance	850,000.00
for 64 days	11,923.29
Less: Payment (4/30/76)	861,923.29 250,000.00
Balance (4/30/76)	\$ 611,923.29

Knowing a little of all the pies you have a finger in, I am sure you will be able to put this to good use.

Best regards,

Allan F. Osberg, President Osberg Construction Company

AFO:1b

Encl. Check No. 8403



D. B. A.

MANSON-OSBERG CO.

General Contractors

1132 NORTH 128TH STREET - PHONE EMERSON 4-3562

SEATTLE, WASHINGTON 98133

April 6, 1976



CAMPAGNI CONSTRUCTION & ENGINEERING CO.

King County Board of Equalization 510 King County Administration Building Seattle, Washington 98104

Gentlemen:

On February 26, 1976, this Company entered into a Real Estate Contract with the Housing Authority of the County of King whereunder we are buying the property along the west side of the Duwamish River, formerly known as South Park Courts. The purchase price is \$1,000,000.00.

Since the property has been exempt from taxation through ownership by a public body it was not on the tax rolls until the subject sale was consummated. We have received a tax statement for the Year 1976 whereon taxes have been pro-rated to reflect charges only for that portion of this year that we have had or will have possession. However, the total assessed valuation is \$1,077,000.00.

We have been in contact with the Assessor's Office and they advise, in light of the Real Estate Contract, the assessed value for 1977 taxes has been reduced to \$1,012,000.00.

In view of the fact this property was not on the tax rolls for many years, and was purchased from a public agency which should permit an assumption that the purchase price represents the fair value, we respectfully request a reconvening of the Board to act upon this petition.

Very truly yours,

MANSON-OSBERG CO.

Allan F. Osberg, President Osberg Construction Co.

cc: Manson Construction & Engineering Co.

AF0:1b

	ACCOUNT/PARCEL NUMBER (THIS NUMBER APPEARS ON BOTH YOUR TAX STATEMENT AND REVALUE NOTICE) O O O O O O O O RATE PETITION MUST BE SUBMITTED FOR EACH PARCEL Allan F. Osberg, President, Osberg Construction Co.	on behalf o
do hereby petition to fair market value of of which is noted abothe tax roll for tax below.	Manson Construction & Engineering Co. & Usberg tons the KING County Board of Equalization to change the true the following described property (the parcel/account pove) as shown on the assessment roll for 19 75, and the payable in 19 76 to the amount shown in item three cases payable in 19 76.	number
1. LEGAL DESCRIPTION	ON OF PROPERTY: See Attached	
TOWN	LOT BLOCK ADDITION	1
SECTION 32 & 33	TWP. 24N RGE. 4E TAX LOT NO.	
2. ASSESSOR'S TRUE	AND FAIR VALUE: LAND: \$1,056,100.00 BUILDINGS: 20,900.00 OTHER(SPECIFY): \$1,077,000.00	
purposes is its obligated to buy sell. (In arriv can consider onl	air value of the property in money for property tax va 'market value' or amount of money a buyer willing but y would pay for it to a seller willing but not obligat ving at a determination of such value the assessing of ly those factors which can within reason be said to af gotiations between a willing purchaser and a willing sider all of such factors.)"	ted to ficer fect
true and fair va	the following facts (items 5 - 12), it is my opinion ralue of this property for the current year should be in the current year.	
4. I hereby certifinformation entof the facts re	Ty that to the best of my knowledge and belief the tered on this petition is a true and fair presentation elating to this appeal.	
Manson-Osberg Co 1132 N. 128th St (Owners Mailin	o. Allan F. Osberg, Presidence Osberg Construction Co. t. Seattle	dent 98133 (Zip)

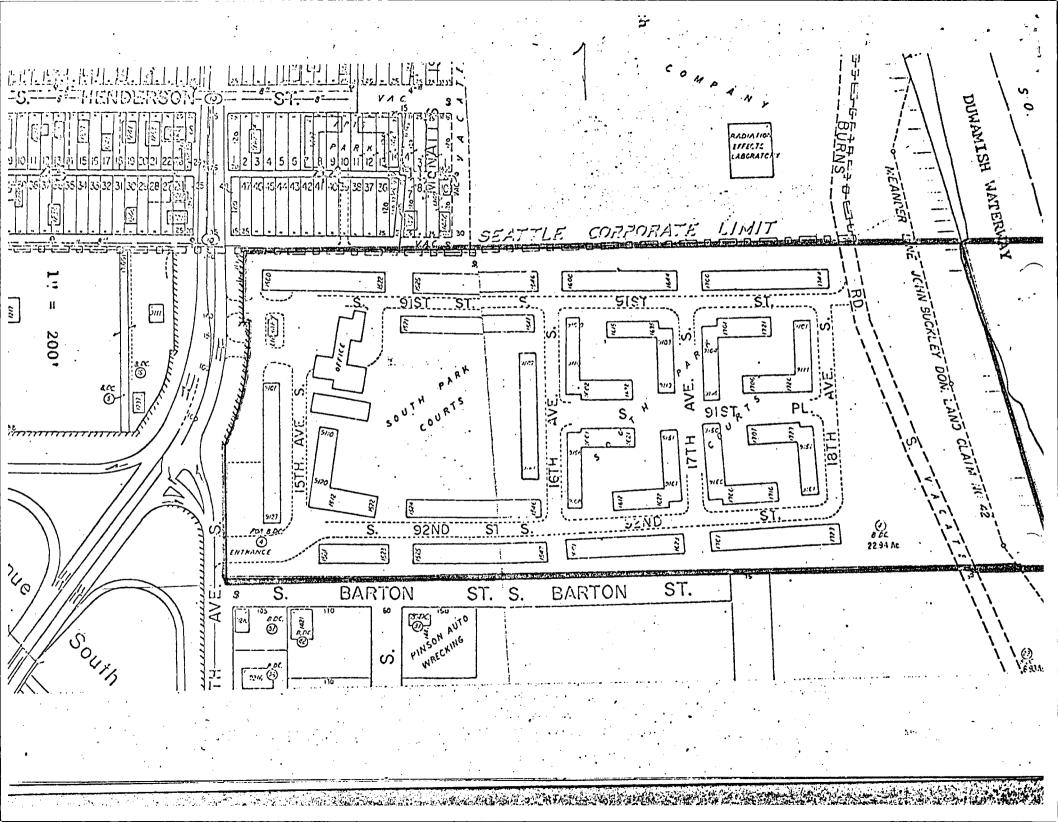
- REAL PROPERTY PETITION TO THE KING COUNTY BOARD OF EQUALIZATION -

PETITION NUMBER

THAT PORTION OF THE JOHN BUCKLEY DONATION CLAIM NO. 42 IN TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF DIRECTOR STREET, FORMERLY DUWAMISH AVENUE, AS PLATTED IN SOUTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON, WITH THE EASTERLY LINE OF 14TH AVENUE SOUTH, AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE OF DIRECTOR STREET AND SOUTH LINE PRODUCED 1486.627 FEET TO AN INTERSECTION OF THE WEST LINE OF COMMERCIAL WATERWAY NO. 1; THENCE SOUTH 15°00'00" EAST ALONG SAID WEST LINE 683.966 FEET; THENCE NORTH 89°46'57" WEST 1670.781 FEET TO THE EAST MARGIN OF 14TH AVENUE SOUTH; THENCE NORTH 0°37'08" EAST ALONG SAID EAST MARGIN 660.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4857821, FOR PRIMARY STATE HIGHWAY NO. 1.



KING COUNTY DIVISION OF SUILDING ROBERT L. KRUEGER DIRECTOR 450 KING COUNTY ADMINISTRATION BUILDING 500 FOURTH AVENUE — SEATTLE, WA 98104 344-4141

APPLICATION FOR PERMIT

JOB NUMBER	EXPIRES ONE YEAR FROM VALIDATION		41	73		
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AME	15 Ares					
DWNER'S MAILING ADDRESS				. ZIP	PԻ	ONE
_EGAL DESCRIPTION					,	
	4.5					
			Type Const.	OCC Group	Accou Numbe	
USE Acama	lition of	House	23 J	Con	2721	<u> </u>
THESI APPLICABLE CO	E INSPECTIONS A	ARE REC	QUIR as adopt	ED E	MENDED BY	ORDINANCE
FOR INSPECTION CALL	1 DRIVEWAY ACCESS REDMON 2 THROUGH 7 DIV. OF BUILDI	ND 885-1211 – L	AKE YOU		FE	E DISTRIBUTION NG EVIEW
DO NOT PROCEED UNTIL	SET BACKS PROM PROPERTY LINES CLAIMED BY OWNER	OK TO	POUR FC CATION & LOCKS AP	SIZE OF	FIRE PI DEMOL BOND	
3Y	BY	BY			TOTAL	
G G GAS PIPING	OK TO ENCLOSE FRAMING	6			R 5	STRUCTURE COMPLET AND OK TO OCCUPY SEE NOTE *
6Y	BY	вҮ			_ BY	
* NOTE: SIGNATURE	INDICATES RESIDENTIAL: T COMMERCIAL: C THIS PERMIT MUST BE POSTE	ERTIFICATE OF	OCCUPAN	CY WILL BE	MAILED	
					` `	
CONTRACTOR'S	NAME	REGISTRA	TION #		at .	FHONE
ADDRESS CERTIFY THAT THE INFO AND THAT THE APPLICAE	RMATION FURNISHED BY ME IS TRUE AND BLE KING COUNTY REQUIREMENTS W	ND CORRECT		ROBE		SION OF BUILDING
*			ISSU	ED		
OWNER/AGENT SIGNATURE	E	DEDAKIT				

PERMIT NUMBER WHEN VALIDATED



OWNERSHIP AGREEMENT FOR KING COUNTY HOUSING AUTHORITY

PROPERTY	Δጥ	שדווחפ	PARK
T 1/OT 17/17 T	α_{\perp}	DOOTIL	T 131/1/

A Joint Ownership consisting of equal parts by Osberg Construction Co. and Manson Construction & Engineering Co. will be formed to own and operate the King County Housing Authority property at South The total property of approximately 24 acres shall be operated as a single unit. unless it is mutually agreed to divide up the property.

At any time one of the Partners so desires to withdraw from the Joint Ownership, he will offer his portion for sale to the other Partner or be willing to buy out the other Partner at the same price. If one Partner is not willing to buy out the other or sell his share to the other, the property will be divided with the north half to be under the sole ownership of the Osberg Construction Co. and the south half to be under the sole ownership of the Manson Construction & Engineering Co.

OSBERG CONSTRUCTION CO.	MANSON CONSTRUCTION & ENGINEERING CO		
Ву	By Elmy G. Edward		
Allan F. Osberg President	Elmer F. Edwards President		
Date	Date Nov. 19, 1975		



· PILE DRIVING



TTLE, WA 98134 • (206) 762-0850 • SEATTLE, WASHINGTON 98124

OWNERSHIP AGREEMENT FOR KING COUNTY HOUSING AUTHORITY

PROPERTY	ΔΤ	HTIIOZ	PARK
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OSBERG CONSTRUCTION CO.	MANSON CONSTRUCTION & ENGINEERING CO		
Ву	By Smu Gillward		
Allan F. Osberg President	Elmer F. Edwards President		
Date	Date Nov. 19, 1975		



PILE DRIVING



CONSTRUCTION & ENGINEERING COMPANY

5209 EAST MARGINAL WAY S. ● SEATTLE, WA 98134 ● (206) 762-0850 MAILING ADDRESS: P. O. BOX 24067 ● SEATTLE, WASHINGTON 98124

OWNERSHIP AGREEMENT FOR KING COUNTY HOUSING AUTHORITY PROPERTY AT SOUTH PARK

A Joint Ownership consisting of equal parts by Osberg Construction

Co. and Manson Construction & Engineering Co. will be formed to

own and operate the King County Housing Authority property at South

Park. The total property of approximately 24 acres shall be operated

as a single unit. unless it is mutually agreed to divide up the property.

At any time one of the Partners so desires to withdraw from the Joint Ownership, he will offer his portion for sale to the other Partner or be willing to buy out the other Partner at the same price. If one Partner is not willing to buy out the other or sell his share to the other, the property will be divided with the north half to be under the sole ownership of the Osberg Construction Co. and the south half to be under the sole ownership of the Manson Construction & Engineering Co.

OSBERG CONSTRUCTION CO.	MANSON CONSTRUCTION & ENGINEERING CO.
Ву	Ву
Allan F. Osberg President	Elmer F. Edwards President
Date	Date



Jan 19, 1976 to shut down dredeing is solved oxygen" OK Dee 4, 975 = 08,00 4 to Dept DE cology on Jay 19,1976 E PA. Nov 26, 1975 Corp of Engineers State of Water of Desputers



D. B. A

MANSON-OSBERG CO.

General Contractors

1132 NORTH 128TH STREET - PHONE EMERSON 4-3562 SEATTLE, WASHINGTON 98133

March 16, 1976

MAR 1 7 1976

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Mr. John D. Blankenship Montgomery, Purdue, Blankenship and Austin 1515 Norton Building Seattle, Washington 98104

Dear Jack,

Thank you for your letter of March 10. All documents appear to be in order so we enclose our check for \$2,189.20 to cover your costs.

We wish to express our thanks to you for your assistance in finalizing this matter.

Very truly yours,

MANSON-OSBERG CO.

Allan F. Osberg, President Osberg Construction Co.

AFO:1b Encl.

cc: Manson Const. & Eng. Co.

Proposal



Date of Acceptance:

Olympic Prefabricators, inc.



Over 25 Years Serving Alaska, South Pacific and the Pacific Northwest North 107th & Midvale North — Seattle, Wash, 98133 — (206) 365-4430

North 107th & Midvale North - Seattle, Wash. 98133 - (206)	365-4430 Page	e No. 1 of 1 Pages
PROPOSAL SUBMITTED TO	PHONE	DATE
MANSON-OSBERG CO	364-3562	March 16, 1976
STREET	JOB NAME	,
1208 No 128th.	E. Marginal Way To	emp Shop bldg. 401 X 801
CITY, STATE AND ZIP CODE	JOB LOCATION	
Seattle, Wa. 98133		
ATTENTION:	F.O.B. POINT	
Clyde Hovik	W. Marginal Way M	-0 yard
We hereby submit specifications and estimates for:		

Take down, truck and re-erect your Olympic Galvo-Wall 40' X 80' X 14' eave building' now located at it's East Marginal Way site to it's new site at Manson-Osberg yard located on W. Marginal Way.

It is understood that the building is in used condition and that Olympic Prefab. Inc. will use all existing materials to re-erect. In the event that any materials are found unsuitable for reuse Olympic will advise the owner and if approved by owner Olympic will replace with new at a pre-deturmined cost price and charge owner for same over and above this contract price as below.

Owner will furnish all building permits as required and furnish Olympic with a level site to re-erect the building.

1 job for the total sum of \$5800.00 plus Wash. Sales Tax.

########## hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:	
As above	dollars (\$)
Net 10 days after receipt of our invoice for completed job.	
	7
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any afteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.	Authorized Signature F. G. Pete Peterson, Pres. Note: This proposal may be withdrawn by us if not accepted within
Arreptative of Francist — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature Mausen John John

THIS ORDER IS SUBJECT TO THE CONDITIONS PRINTED ON REVERSE SIDE.

REAL ESTATE CONTRACT

This contract, made and entered into this day of February, 1976, between THE HOUSING AUTHORITY OF THE COUNTY OF KING, a public corporation of the state of Washington (hereinafter called the "seller"), and MANSON CONSTRUCTION & ENGINEERING CO. and OSBERG CONSTRUCTION CO., Washington corporations (hereinafter called "purchasers").

WITNESSETH

That the seller agrees to sell to the purchasers and the purchasers agree to purchase from seller the following described real estate with the appurtenances, in King County, State of Washington:

That portion of the John Buckley Donation Claim No. 42, in Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the south line of Director Street, formerly Duwamish Avenue, as platted in South Park, according to plat thereof recorded in Volume 4 of plats, page 87, records of said county, with the easterly line of 14th Avenue South, as condemned in King County Superior Court Cause No. 102901; thence south 89°46'57" east along the south line of Director Street and south line produced 1486.627 feet to an intersection of the west line of Commercial Waterway No. 1; thence south 15°00'00" east along said west line 683.966 feet; thence north 89°46'57" west 1670.781 feet to the east margin of 14th Avenue South; thence north 0°37'08" east along said east margin 660.00 feet to the point of beginning, in the County of King, State of Washington.

The terms and conditions of this contract are as follows:
The purchase price is One Million and no/100 (\$1,000,000.00)
Dollars, of which One Hundred Fifty Thousand and no/100 (\$150,000.00)
Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid in seven
(7) equal annual installments, or more, including interest on principal balances at 8% per annum, each of said installments to be paid on or before October 1st, beginning in the year
1976. The purchase price is net to the seller and the purchasers shall pay all selling costs including real estate commissions, if any, but not including seller's attorneys fees. The purchasers may, at any time at their option, pay off the contract or pay additional sums on principal.

As referred to in this contract, "date of closing" shall be the date of execution of this contract.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now

By Deputy

a lien on said real estate, the purchaser agrees to pay the same before delinquency.

- (2) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereof nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- (3) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that such proceeds shall be paid to the seller for application on the purchase price herein.
- (4) The seller has delivered, or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Pioneer National Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
 - (a) Printed general exceptions appearing in said policy form;
 - (b) Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - (c) The cost of title insurance shall be paid by the purchaser.
- (5) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.
- (6) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach

after date of closing through any person other than the seller, and subject to the following: relinquishment of right of access to state highway and of light, view and air, under terms of deed to the State of Washington, recorded under King County Auditor's File No. 4857821 and easement for public utility poles affecting the west 15 feet of said property as set forth in instrument recorded under King County Auditor's File No. 5091828. The seller in its discretion may, at any time, release portions of the property as payments are made.

- (7) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.
- (8) In case the purchaser fails to make any payment herein provided, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.
- (9) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States mail, postage prepaid, return receipt requested directed to the purchaser at his address last known to the seller.

(10) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorneys fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this

instrument as of the date first above written.

SELLER:

THE HOUSING AUTHORITY OF THE MANSON CONSTRUCTION & ENGINEERING COMPANY,

By Jim Wiley, Executive Director

By Jim Wiley, Executive Di

On this day personally appeared before me Jim Wiley to me known to be the Executive Director of The Housing Authority of the County of King, the public corporation that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the same instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and seal this $\frac{26}{3}$ day of February, 1976.

Motary Public, State residing at

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1976 FEB 27

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ATICOR COMPANY

Policy of Title Insurance

PIONEER NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, for a valuable consideration, and subject to the conditions and stipulations of this policy, does hereby insure the person or persons named in item 1 of Schedule A, together with the persons and corporations included in the definition of "the insured" as set forth in the conditions and stipulations, against loss or damage sustained by reason of:

- 1. Title to the estate, lien or interest defined in items 3 and 4 of Schedule A being vested, at the date hereof, otherwise than as stated in item 2 of Schedule A; or
- 2. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown in Schedule B; or
- 3. Any defect in the execution of any instrument shown in item 3 of Schedule A, or priority, at the date hereof, over any such instrument, of any lien or encumbrance not shown in Schedule B;

provided, however, the Company shall not be liable for any loss, damage or expense resulting from the refusal of any person to enter into, or perform, any contract respecting the estate, lien or interest insured.

The total liability is limited to the amount shown in Schedule A, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder.

This policy shall not be valid or binding until countersigned below by a validating officer of the Company.

Pioneer National Title Insurance Company

or John E

President

Attest

Secretary

Countersigned:

Rν

Validating Signatory

Schedule B, General Exceptions

- Encroachments or questions of location, boundary and area, which an accurate survey may disclose; public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded Plat or conveyance, or decree of a Court of record; rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records; material or labor liens, or liens under the Workmen's Compensation Act not disclosed by the public records; water rights or matters relating thereto; any service, installation or construction charges for sewer, water, electricity, or garbage removal.
- Exceptions and reservations in United States Patents:
 right of use, control or regulation by the United States
 of America in the exercise of powers over navigation;
 limitation by law or governmental regulation with re spect to subdivision, use, enjoyment or occupancy; any
- prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land; defects, liens, encumbrances, or other matters created or suffered by the insured; rights or claims based upon instruments or upon facts not disclosed by the public records but of which rights, claims, instruments or facts the insured has knowledge.
- General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming a lien.
- "Consumer credit protection," "truth-in-lending," or similar law, or the failure to comply with said law or laws.

Conditions and Stipulations

- 1. The Company shall have the right to, and will, at its own expense, defend the insured with respect to all demands and legal proceedings founded upon a claim of title, encumbrance or defect which existed or is claimed to have existed prior to the date hereof and is not set forth or excepted herein; reserving, however, the option at any time of settling the claim or paying the amount of this policy in full. In case any such demand shall be asserted or any such legal proceedings shall be instituted the insured shall at once give notice thereof in writing to the Company at its home office and, if the insured is a party to such legal proceedings, secure to the Company, within ten days after service of first process upon the insured, the right to defend such legal proceedings in the name of the insured so far as necessary to protect the insured, and the insured shall render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of the Company with regard to the subject matter of such demand or legal proceedings, and any expense incident thereto, shall terminate; provided, however, that failure to give such notice shall in no case prejudice the claim of the insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.
- 2. In the event of final judicial determination by a court of competent jurisdiction, under which the estate, lien or interest insured is defeated or impaired by reason of any adverse interest, lien or encumbrance not set forth or excepted herein, claim may be made as herein provided. A statement in writing of any loss or damage, for which it is claimed the Company is liable, shall be furnished to the Company at its home office within sixty days after such loss or damage shall have been ascertained. No right of action shall accrue with respect thereto until thirty days after such statement shall have been furnished and no recovery shall be had unless an action shall have been commenced thereon within one year after the expiration of said thirty days. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.
- 3. The Company may at any time pay this policy in full, whereupon all liability of the Company shall terminate. Every payment made by the Company, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder, shall reduce the liability of the Company by the amount paid. The liability of the Company shall in no case exceed the actual loss of the insured and costs which the Company is obligated to pay. When the Company shall have paid a claim hereunder it shall be subrogated to all rights and remedies which the insured may have against any person or property with respect to such claim, or would have if this policy had not been issued, and the insured shall transfer all such rights to the Company. If the payment made by the Company does not cover the loss of the insured, such subrogation shall be proportionate.

- Whenever the Company shall be obligated to pay a claim under the terms of this policy by reason of a defect in the title to a portion of the area described herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect, unless liability is otherwise specifically segregated herein. If this policy insures the lien of a mortgage, and claim is made hereunder, the Company may pay the entire indebtedness and thereupon the insured shall assign to the Company the mortgage and the indebtedness secured thereby, with all instruments evidencing or securing the same, and shall convey to the Company any property acquired in full or partial satisfaction of the indebtedness, and all liability of the Company shall thereupon terminate. If a policy insuring the lien of a mortgage is issued simultaneously with this policy and for simultaneous issue premium as provided in rate schedule any payment by the Company on said mortgage policy with respect to the real estate described in Schedule A hereof shall reduce pro tanto the liability under this policy. All actions or proceedings against the Company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against the Company with respect to services rendered in connection with the issuance of this policy, are merged herein and shall be enforceable only under the terms, conditions and limitations of this policy.
- 4. The following terms when used in this policy mean: 'named insured'': the persons and corporations named as insured in Schedule A of this policy: (b) "the insured" such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage shown in Item 3 of Schedule A, (2) any owner or successor in ownership of any such indebtedness who acquires title to the real estate described in Item 4 of Schedule A, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality which insures or guarantees said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said real estate as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured; (c) "date hereof": the exact day, hour and minute specified in Schedule A; (d) * lic records": records which, under the recording law, impart constructive notice with respect to said real estate; (e) "home office": the office of the Company at the address shown hereon; (t) "mortgage": mortgage, deed of trust, trust deed, or other security instrument described in Schedule A.
- 5. All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the *number of this policy* and shall be addressed to it at the office which issued this policy or to its Home Office, Claims Department, 433 South Spring Street, P.O. Box 54730, Los Angeles, California 90054.

WLTA

NUMBER : A-126563

DATE : FEBRUARY 27, 1976 AT 8:30 A.M.

AMOUNT : \$1,000,000.00

PREMIUM: \$2,184.00

SCHEDULE A

1. INSURED

MANSON CONSTRUCTION & ENGINEERING CO. AND OSBERG CONSTRUCTION CO., WASHINGTON CORPORATIONS

2. TITLE TO THE ESTATE, LIEN OR INTEREST INSURED BY THIS POLICY IS VESTED IN

THE HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON, A BODY CORPORATE AND POLITIC OF THE STATE OF WASHINGTON

2. ESTATE, LIEN OR INTEREST INSURED

FEE SIMPLE ESTATE

4. DESCRIPTION OF THE REAL ESTATE WITH RESPECT TO WHICH THIS POLICY IS ISSUED

THAT PORTION OF THE JOHN BUCKLEY DONATION CLAIM NO. 42 IN TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF DIRECTOR STREET, FORMERLY DUWAMISH AVENUE, AS PLATTED IN SOUTH PARK, ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON, WITH THE EASTERLY LINE OF 14TH AVENUE SOUTH, AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 102901; THENCE SOUTH 89°46'57" EAST ALONG THE SOUTH LINE OF DIRECTOR STREET AND SOUTH LINE PRODUCED 1486.627 FEET TO AN INTERSECTION OF THE WEST LINE OF COMMERCIAL WATERWAY NO. 1; THENCE SOUTH 15°00'00" EAST ALONG SAID WEST LINE 683.966 FEET; THENCE NORTH 89°46'57" WEST 1670.781 FEET TO THE EAST MARGIN OF 14TH AVENUE SOUTH; THENCE NORTH 0°37'08" EAST ALONG SAID EAST MARGIN 660.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4857821, FOR PRIMARY STATE HIGHWAY NO. 1.

SCHEDULE B

DEFECTS: LIENS: ENCUMBRANCES AND OTHER MATTERS AGAINST WHICH THE COMPANY DOES NOT INSURE:

GENERAL EXCEPTIONS

ALL MATTERS SET FORTH IN PARAGRAPHS NUMBERED 1 TO 4 INCLUSIVE ON THE COVER SHEET OF THIS POLICY UNDER THE HEADING SCHEDULE B GENERAL EXCEPTIONS

SPECIAL EXCEPTIONS

- 1. LIABILITY TO PRO-RATA ASSESSMENT FOR GENERAL TAXES FOR THE YEAR 1976 PURSUANT TO THE PROVISIONS OF CHAPTER 44, LAWS OF 1971 FIRST EXTRAORDINARY SESSION; SAID PREMISES ARE CARRIED ON THE TAX ROLLS AS EXEMPT FOR SAID YEAR.
- 2. RELINQUISHMENT OF RIGHT OF ACCESS TO STATE HIGHWAY AND OF LIGHT, VIEW AND AIR, UNDER TERMS OF DEED TO THE STATE OF WASHINGTON. RECORDED : DECEMBER 12, 1957 AUDITOR'S NO.: 4857821
- 3. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES.

FOR : PUBLIC UTILITY POLES
IN FAVOR OF : STATE OF WASHINGTON
RECORDED : OCTOBER 15, 1969

AUDITOR'S NO.: 5091828

AFFECTS : THE WEST 15 FEET

4. CONTRACT OF SALE

VENDOR : THE HOUSING AUTHORITY OF THE COUNTY OF KING,

A PUBLIC CORPORATION OF THE STATE OF WASHINGTON

VENDEE : MANSON CONSTRUCTION & ENGINEERING CO. AND OSBERG

CONSTRUCTION CO., WASHINGTON CORPORATIONS

DATED : FEBRUARY 26, 1976 RECORDED : FEBRUARY 27, 1976

AUDITOR'S NO.: 7602270457

... END OF SCHEDULE B...

THE TERMS OF THIS POLICY ARE MODIFIED BY THE ATTACHED WA-10 INDORSEMENT.

OWNER'S INFLATION PROTECTION ENDORSEMENT

A-126563

ATTACHED TO POLICY NO.
ISSUED BY

Pioneer National Title Insurance Company

The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy, as follows:

- 1. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provided by said Policy, as stated in Schedule A thereof, is subject to cumulative annual upward adjustments in the manner and to the extent hereinafter specified.
- 2. "Adjustment Date" is defined, for the purpose of this Endorsement, to be 12:01 a.m. on the first January 1 which occurs more than six months after the Date of Policy, as shown in Schedule A of the Policy to which this Endorsement is attached, and on each succeeding January 1.
- 3. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said Policy (as said amount may have been increased theretofore under the terms of this Endorsement) by the same percentage, if any, by which the United States Department of Commerce Composite Construction Cost Index (base period 1967) for the month of September immediately preceding exceeds the highest Index number for the month of September in any previous year which is subsequent to Date of Policy; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the Conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
- 4. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

Nothing herein contained shall be construed as extending or changing the effective date of said Policy.

This Endorsement is made a part of said Policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Pioneer National Title Insurance Company

Attacti

Secretary

NOTE: In connection with a future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance as stated in Schedule A of said Policy.

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EARNEST MONEY RECEIPT AND AGREEMENT

Seattle, Washington, September 19, 1975

Received from Manson Construction & Engineering Co. and
Osberg Construction Co., Washington corporations, Twenty-Five
Thousand (\$25,000.00) Dollars in the form of a check for \$25,000.00
for land in King County, Washington, commonly known as South Park
Courts, the legal description being as follows:

That portion of the John Buckley Donation Claim No. 42, in Township 24 North, Range 4 East, W.M. described as follows:

Beginning at the intersection of the south line of Director Street, formerly Duwamish Avenue, as platted in South Park, according to plat thereof recorded in Volume 4 of Plats, page 87, records of said county, with the easterly line of 14th Avenue South, as condemned in King County Superior Court Cause No. 102901; thence south 89°46'57" east along the south line of Director Street and south line produced 1486.627 feet to an intersection of the west line of Commercial Waterway No. 1; thence south 15°00'00" east along said west line 683.966 feet; thence north 89°46'57" west 1670.781 feet to the east margin of 14th Avenue South; thence north 0°37'08" east along said east margin 660.00 feet to the point of beginning, in the County of King, State of Washington.

Total purchase price is One Million (\$1,000,000) Dollars payable as follows: One Hundred Fifty Thousand (\$150,000) Dollars on closing including the earnest money hereinabove receipted for. The balance shall be paid in seven (7) equal annual installments including interest on principal balances at 8% per annum, each of said installments to be paid on or before October 1, beginning in the year 1976.

The use intended for the property by the purchasers will require the construction of barge-loading facilities along the eastern margin of the property including filling to the waterway line and/or dredging within the waterway to the existing channel and possible filling of the low areas within the property.

Immediately upon acceptance of this agreement by the seller, the purchasers will apply for all permits required for their intended use of the property and the purchasers shall prosecute the applications for such permits diligently and shall keep the seller fully informed as to the status thereof. This agreement is subject to the purchasers obtaining all permits and approvals required for their intended use of the property within six months from the date of the seller's execution of this agreement.

If this sale fails to close for any reason, the purchasers shall deliver to the seller any and all engineering studies, environmental assessments and other data which they may develop or acquire with respect to the property.

The purchase price of \$1,000,000 is net to the seller and the purchasers shall pay all selling costs, including real estate commissions, if any, but not including seller's attorneys' fees.

- 1. Title of seller is to be free of encumbrances, or defects, except rights of access to state highway and of light and view and easements for public utility poles as appear of record. Title is also subject to use restrictions general to the district, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- 2. Seller's title shall be insurable by a title insurance company admitted to do business in the State of Washington without exceptions other than those provided for in the standard form of title insurance policy. The purchasers shall be responsible for obtaining such title insurance as they may desire and shall be liable for the cost thereof.
- 3. This agreement shall be closed by the execution of a real estate contract on forms currently distributed by title insurance companies. The terms of said form are incorporated herein by reference. Said contract shall provide that title

shall be conveyed by warranty deed free of encumbrances or defects.

- 4. The property at present is exempt from taxes. Liens, if any, for water or other utilities shall be pro-rated as of the date of closing.
- 5. Purchasers shall be entitled to possession immediately upon acceptance of this agreement by the seller for purposes of surveys, engineering studies, soil tests, and demolition of existing structures. Purchasers shall be entitled to possession for all purposes on closing.
- 6. The sale shall be closed in the office of Montgomery, Purdue, Blankinship & Austin, 1515 Norton Building, Seattle, WA 98104, within fifteen (15) days after written notice by the purchasers to the seller or to Montgomery, Purdue, Blankinship & Austin that the sale is ready to be closed but in any event no later than six months after the date of the seller's execution of this agreement.
- 7. There are no verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.

PURCHASERS:

Manson Construction & Engineering Company By Annal J. Edward Its Present	Osberg Construction Co. By Its Prace par
By	By Its
SZOG En. MARGINAL WAY So. SERTILE, WA. 98134 (address of purchaser) Telephone: 762-0850	SEATTLE WA, 98133 (address of purchaser)
	accepts and approves the above
Dated At Seattle, Washington of The Housing Authority of the County	
By James Cliffield Wiley, Executive Director 15455 65th South Tukwila, WA 98188	

Pioneer National Title Insurance Company

WASHINGTON THEE DIVISION

FIVE-THOUSAND-----

EALIFIEST MONEY RECEIPT AND AGREEMENT

HOR RESIDENTIAL CHALL

Team Research & Engineering Corp. and/or Assigns

Heremaner called "Purch 12"

Note for 8 5,000 on acceptance of offer

in part payment of the purchase proce of the following described real estate in the City of Scattle county in King

Seattle Housing Project Property consisting of approximately 24 acres

The parties harde hereby sufficiency agent to insert over their signatures the correct legal description of the above designated property of one variable of the largest description entered if cromestre or incomplete.)

At South 92nd and 14th Avenue South extending to

the Duwamish River (attached and made a part hereto)

That portion of the John Buckley Donation Claim to. 42 in Township 24 north, range 4, east J.M. described as follows:

Beginning at the intersection of the south line of D rector Street, formerly Dumamish Avenue, as platted in South Park according to plat thereof recorded in valume 40 of plats page 87, records of said county, with the ensterly line of 14th Avenue South, as condemned in King County Superior Sport Chase a. 102901; thence south 89 degrees 46' 57" east along the south line of Sirector Street and south line produced 1486.627 feet to an intersection of the west line of Commercial Materway No. 1; thence south 15 degrees 46' 57" went 1678.781 feet to the east margin of 14th Avenue South thance north O degrees 37'83" east along the east margin 650.00 feet to the point of beginning, in the County of King, Sate of Washington.

and submit it to King County for approval. The cost of this, including survey drafting etc., shall be paid soley by purchaser who agrees to keep property f and clear of any liens for services rendered. The seller agrees to cooperate with the purchaser to the extent that his interest may require, such as the dissigning of the plat, dedications of roads and easements etc. If at any time up to him months after acceptance of earnest money offer the ouyer wishes to to hime months after acceptance of earness many expense by notifying agent cancel the purchase he may do so at no additional expense by notifying agent and seller in writing.

Anil

Parthager Address 500 John Street, Seattle, Wn

Phone 624-4056 _____

her maker month on the matter of the day of

information of 5% of sales price Dollars (5 pagent does not exceed the agreed commission. I see further the agreed commission of the further and the agreed to agent if for feit.

Program Consider That I .

Date 5 Declar William V. C. 1.

Walter Cacobe, VICE PRESIDENT, TEAMER

TOTAL PHIN HASE M

TENIL THE

TWO-MILLION-TWO-HUNDRED-THOUSAND-DOLLARS

. 2,200,000.00) ALL CASH ON CLOSING, INCLUDING EARNEST MONEY, SUBJECT TO THE FOLLOWING (ATTACHED AND MADE A PART HERETO)

Purchaser shall have 30 days to accomplish design for a plat for subject property, and to confirm availability and cost of sewer and water for the project. It is understood the property mes within the county and is zoned heavy manufactoring. In the event purchaser decides for either economic or engineering reasons that the project is not feasible, purchaser shall with— of draw this offer in writing to agent and seller, setting forth these reasons of and turn over to the seller all plans, specifications, and cost data assemble by purchaser, as well as forfeit the earnest money as total liquidated damage. If purchaser decides to continue the project he shall pay \$10,000.00 per

month additional non-refundable earnest money deposit for up to name additional months or whenever all necessary governmental plat approvals are obtained, whichever comes sooner, and complete the purchase at that time. Purchaser will use his best efforts to obtain all approvals as soon as possible, and if delayed will substantiate to seller that delay is due to governmental requirements. During this period purchaser agrees to complete his plat and submit it to King County for approval. The cost of this, including survey drafting etc., shall be paid soley by purchaser who agrees to keep property for and clear of any liens for services rendered. The seller agrees to cooperate with the purchaser to the extent that his interest may require, such as the dissigning of the plat, dedications of roads and easements etc. If at any time to him months after acceptance of earnest money offer the ouyer wishes to cancel the purchase he may do so at no additional expense by notifying agent and seller in writing.

TOPIN

500 John Street, Seattle, Wn

maker proof believe outline. Zight and superconstruction of the state of the formal superconstruction of the state of the

OCTOBER 1.76

CJacobs, VICE PRESIDENT, TEAMS

Purchaser (Wife)

Prior to closing, seller to have free use of property including benefit of any rentals that may accrue. It is seller's intent to use the area for prefabrication and staging for projects in Alaska and other purposes.

	Title of seller is to be free of encumbrances, or defects, except. NONE		
	Hights reserved to federal patents of state deed. Junidan, or use restrictions general to the district, and failting or zoning regulations to federal solutions.	programs and not recovery	
	Programme A.		
! .	Solier shall make available to purchaser at other of closing agent as soon as precurable, a standard from purchaser is policy of title insurance. Plos it is possible to a make the matter agent to apply at once for such title insurance. The title provided to a made shall form physicistic and an account decide noted in Paragraph 1 above Delivery of such policy or title report to cleaning provided to an account form physicistic account for make so insurable by termination date set forth in Paragraph is all rights of purchaser. It title is not seen another, at over provided and among which set depends on the purchaser of title is so insurable and purchaser if all rights of purchaser that title is a insurable and account of the purchaser of the purc	agent haired begin (Colored or real earnest measy (Colored or real earnest) (Colored or real ear	nate de
١.	If financing is required purchaser occess to make immediate application, therefor, sign necessary papers, pay required custs, and exert	local effects to present the cost and	alencija.
١.	ta) It this agreement is for conveyance of fee title, title shall be conveyed by Warranty Doed free of encountrances or defects except those notes. (b) It this agreement is for sole on real countact, soller and purchaser agree of execute a real estate contract for the balance of the pur A-1905 currently distributed by Title Insurance Companies. The terms of said form are herein incorporated by reference. Said contract shall	provide that title be conveyed in	
	let d. It said property is subject to an existing contract, mortgage or deed of trust which seller is to continue to pay, seller agrees to pay said contra with its terms, and open default, purely or a shall have the right to make any payments necessary to remove the default, and any payments		
	next falling due on the contract between select and parentage neven. 4: If this agreement is for sale and transfer of vender's interest under existing real estate contract, the transfer shall be by proper purchaser's	closing	- :: Siac'i
Š.	Taxes for the curve are rents, meanance, interest, mortgage reserves, water and other utilities constituting fiers shall be pro-rated as of . Closing or mutual agreement	Co	20
6.	Purchaser shall be entitled to presession on	and the second section of the section of the second section of the	28,
7.	In consideration of agent submitting this one is a small by celler shall be notice to pairchaser. If seller does not accept this agreement within agrees that written notice at acceptance given to so, call by celler shall be notice to pairchaser. If seller does not accept this agreement within	the time specified, the agent to	Muscle , di rei
₿.	The sale shall be closed in the other of	days after title include for herein, whichever a later to eposit in earnow with the caraci- sich by beller and pure level	jadars oit an ogesti.
9.	There are no verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement. TEAN RESEARCH & ENG	INEERING CORP.	•
	A. H. COHAN CO.	action	
	Hubert B. Cohan Purchasor (W	President)
	A citizen or one who in good faith declared his United States. Purchasers beroin warrant the	Wher intention to become a citer y nie of legal age:	rn of t
	Purchasers Address 500 John Street, Seattle, Wn		
	Phone 624-4056		
1.	a matter affect with a matter. The day of the state of th		
_	real and former as a to pay a commission of 5% of sales price Tables (5) The latter of the province of the pay a commission of 5% of sales price and agent equally, province the amount to agent does not exceed the extension of the province of the price sales are sales and 20% to age	ceed the agreed common tool to ent if forfeit.	ar fui:
	Osto Company Constant States Seller 145	Frod I	
	hours manufacturities 2ND area OCACHER	7.76	
	Unter Cacate, Vica	- PRESIDENT, TEAT	ni Cz

Parchaser (Wife)

Osbarg Construction Co., Sastila

AREA CODE 206

MONTGOMERY, PURDUE, BLANKINSHIP & AUSTIN

ATTORNEYS AT LAW
1515 NORTON BUILDING
SEATTLE, WASHINGTON 98104

CARL B. LUCKERATH

February 12, 1976

W. W. MONTGOMERY
WILLIAM MONTGOMERY
ROBERT A, PURDUE
JOHN D. BLANKINSHIP
ALAN F. AUSTIN
R. GEOPGE FERRER
GALE D. BARBEE
PETER D. JARVIS
GEORGE W. AKERS
JERRY W. SPOONEMORE
WILLIAM K. GOODWIN
M. WAYNE BLAIR
LYNN O. HURST
JEFFREY L. PÉWÉ
CHRISTOPHER L. HIRST

Mr. Allen F. Osberg, President Osberg Construction Co. 1132 North 128th Seattle, WA 98133

Re: South Park Transaction

Dear Mr. Osberg:

I enclose herewith a copy of proposed real estate contract for the South Park property of the Housing Authority of the County of King together with a copy of the title report which the Housing Authority obtained last year and a copy of the "take off" sheets of the title company, one of which pertains to the limited access highway and the other to a utility line. You probably already have a copy of the title report and take off sheets which I believe I left with Elvin Carney when we were discussing the earnest money agreement.

The sale is exempt by statute from the 1% excise tax on real estate sales and I believe it is also exempt from the state excise tax on conveyances.

Phone me if you have any questions about this. The Housing Authority is ready to close the sale at any time.

Very truly yours

JOHN D. BLANKINSHIP

JDB:jm Enclosures cc: Jim Wiley

REAL ESTATE CONTRACT

This contract, made and entered into this day of February, 1976, between THE HOUSING AUTHORITY OF THE COUNTY OF KING, a public corporation of the state of Washington (hereinafter called the "seller"), and MANSON CONSTRUCTION & ENGINEERING CO. and OSBERG CONSTRUCTION CO., Washington corporations (hereinafter called "purchasers").

WITNESSETH

That the seller agrees to sell to the purchasers and the purchasers agree to purchase from seller the following described real estate with the appurtenances, in King County, State of Washington:

That portion of the John Buckley Donation Claim No. 42, in Township 24 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the south line of Director Street, formerly Duwamish Avenue, as platted in South Park, according to plat thereof recorded in Volume 4 of plats, page 87, records of said county, with the easterly line of 14th Avenue South, as condemned in King County Superior Court Cause No. 102901; thence south 89°46'57" east along the south line of Director Street and south line produced 1486.627 feet to an intersection of the west line of Commercial Waterway No. 1; thence south 15°00'00" east along said west line 683.966 feet; thence north 89°46'57" west 1670.781 feet to the east margin of 14th Avenue South; thence north 0°37'08" east along said east margin 660.00 feet to the point of beginning, in the County of King, State of Washington.

The terms and conditions of this contract are as follows:
The purchase price is One Million and no/100 (\$1,000,000.00)
Dollars, of which One Hundred Fifty Thousand and no/100 (\$150,000.00)
Dollars have been paid, the receipt whereof is hereby acknowledged,
and the balance of said purchase price shall be paid in seven
(7) equal annual installments, including interest on principal
balances at 8% per annum, each of said installments to be paid
on or before October 1st, beginning in the year 1976. The purchase
price is net to the seller and the purchasers shall pay all
selling costs including real estate commissions, if any, but
not including seller's attorneys fees.

As referred to in this contract, "date of closing" shall be the date of execution of this contract.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now

- a lien on said real estate, the purchaser agrees to pay the same before delinquency.

- (2) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereof nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements, or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.
- destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that such proceeds shall be paid to the seller for application on the purchase price herein.
- (4) The seller has delivered, or agrees to deliver within 15 days of the date of closing a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Pioneer National Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
 - (a) Printed general exceptions appearing in said policy form;
 - (b) Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - (c) The cost of title insurance shall be paid by the purchaser.
- (5) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.
- (6) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach

after date of closing through any person other than the seller, and subject to the following: relinquishment of right of access to state highway and of light, view and air, under terms of deed to the State of Washington, recorded under King County Auditor's File No. 4857821 and easement for public utility poles affecting the west 15 feet of said property as set forth in instrument recorded under King County Auditors File No. 5091828.

- (7) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.
- (8) In case the purchaser fails to make any payment herein provided, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.
- (9) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States mail, postage prepaid, return receipt requested directed to the purchaser at his address last known to the seller.

(10) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorneys fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this

instrument as of the date first above written.

SELLER:	BUYER:
THE HOUSING AUTHORITY OF THE COUNTY OF KING	MANSON CONSTRUCTION & ENGINEERING COMPANY,
By Jim Wiley, Executive Director	By
	By Its Secretary
	OSBERG CONSTRUCTION CO.
	By Its President
	By Its Secretary
State of Washington)) ss. County of King)	
me known to be the Executive Din of the County of King, the publi the foregoing instrument, and ac to be the free and voluntary act	ic corporation that executed cknowledge the said instrument t and deed of said corporation, in mentioned, and on oath stated the same instrument and that
Given under my hand and sea 1976.	al this day of February,
	otary Public, State of Washington, esiding at
4	•



SUPPLEMENTAL REPORT

To: John D. 15 15 No.	Blankinsky all with Bldg	Your Loan No. Our Order No. (Mortgagor) (Purchaser)	- 12/c 5	therely
This is a supplementa as follows:	I title report covering changes since ou	r report dated		at 7:30 A.M
	nation affects the title to the property of to date.	covered by our preliminary r	eport, but is not i	ntended to repre-
Paragraph	la 2 and 3 are	deletel.		
				•. •.
Dated as of the 24	The Frehrung	19.7.3 By MSA	A.M.	2]

T.O. 7002 - W.A. (3-74)

PIONEER NATIONALTITLE INSURANCE

ATICOR COMPANY



Pioneer National Title Insurance Company

WASHINGTON LAND TITLE ASSOCIATION PRELIMINARY COMMITMENT FOR TITLE INSURANCE

ATICOR COMPANY

TIO SECOND AVENUE - SEATTI E WARMINGTON 98104 - TELEPHONE 682 6600

NUMBER: A-126563 UNIT : 16

TO: HOUSING AUTHORITY OF THE COUNTY OF KING C/O JOHN D. BLANKINSHIP ATTORNEY AT LAW 1515 NORTON BUILDING SEATTLE, WASHINGTON 98104

A consolidated statement of all charges and advances in connection with this order will be provided at closing.

RE: HOUSING AUTHORITY OF KING COUNTY/EXECUTIVE FUNDING CORPORATION

DATE: FEBRUARY 20, 1975 AT 7:30 A.M.

IN EVENT THE TRANSACTION FAILS TO CLOSE AND THIS COMMITMENT IS CANCELLED. A FEE WILL BE CHARGED TO COMPLY WITH THE STATE INSURANCE CODE AND THE FILED SCHEDULE OF THIS COMPANY

COVERAGE OWNER'S STANDARD AMOUNT \$1,000,000.00 PREMIUM . \$2,184.00

TAX ⇒115.79

PIONEER NATIONAL TITLE INSURANCE COMPANY AGREES TO ISSUE ON REQUEST AND ON RECORDING OF ANY APPROPRIATE DOCUMENTS, ITS POLICY OR POLICIES AS APPLIED FOR, WITH COVERAGE AS INDICATED, BASED ON THIS PRELIMINARY COMMITMENT THAT TITLE TO THE PROPERTY DESCRIBED HEREIN IS VESTED ON THE DATE SHOWN ABOVE IN

THE HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON, A BODY CORPORATE AND POLITIC OF THE STATE OF WASHINGTON

SUBJECT ONLY TO THE EXCEPTIONS SHOWN HEREIN AND TO THE TERMS, CONDITIONS AND EXCEPTIONS CONTAINED IN THE POLICY FORM.
THIS REPORT AND COMMITMENT SHALL HAVE NO FORCE OR EFFECT EXCEPT AS A BASIS FOR THE COVERAGE SPECIFIED HEREIN.

DESCRIPTION:

MIGHT S Phillips

THAT PORTION OF THE JOHN BUCKLEY DONATION CLAIM NO. 42 IN TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF DIRECTOR STREET. FORMERLY DUWAMISH AVENUE, AS PLATTED IN SOUTH PARK.

A=126563 PAGE 1

ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON, WITH THE EASTERLY LINE OF 14TH AVENUE SOUTH, AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 162901; THENCE SOUTH 89°46'57" EAST ALONG THE SOUTH LINE OF DIRECTOR STREET AND SOUTH LINE PRODUCED 1486.627 FEET TO AN INTERSECTION OF THE WEST LINE OF COMMERCIAL WATERWAY NO. AN INTERSECTION OF THE WEST LINE OF COMMERCIAL WATERWAY NO. 1: THENCE SOUTH 15°00'00" EAST ALONG SAID WEST LINE 683.966 I: THENCE NORTH 89°46'57" WEST 1670.781 FEET TO THE EAST FEET; THENCE NORTH 89°46'57" WEST 1670.781 FEET TO THE EAST MARGIN OF 14TH AVENUE SOUTH; THENCE NORTH 0°37'08" EAST ALONG SAID EAST MARGIN 660.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4857821, FOR PRIMARY STATE HIGHWAY NO. 1.

EXCEPTIONS:

1. LIEN OF REAL ESTATE EXCISE SALES TAX UPON ANY SALE OF SAID PREMISES. IF UNPAID.

2. RESERVATIONS CONTAINED IN DEED EXECUTED BY & UNITED STATES OF AMERICA RECORDED & JUNE 26, 1953 AUDITOR'S NO.: 4357649

ALL URANIUM, THORIUM AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 "B" "1" OF THE ATOMIC ENERGY ACT OF 1946 "60 STAT. 761" TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL, CONTAINED IN WHATEVER CONCENTRATION, IN DEPOSITS IN THE LANDS COVERED BY THIS INSTRUMENT ARE HEREBY RESERVED FOR USE OF THE UNITED STATES, TOGETHER WITH THE RIGHT OF THE UNITED STATES, THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES AT ANY TIME TO ENTER UPON THE LAND AND PROSPECT FOR. MINE AND REMOVE THE SAME, MAKING JUST COMPENSATION FOR ANY DAMAGE OR INJURY OCCASIONED THEREBY. HOWEVER, SUCH LAND MAY BE USED AND ANY RIGHTS OTHERWISE ACQUIRED BY THIS DISPOSITION MAY BE EXERCISED, AS IF NO RESERVATION OF SUCH MATERIAL HAS BEEN MADE! EXCEPT THAT. WHEN SUCH USE RESULTS IN THE EXTRACTION OF ANY SUCH MATERIAL FROM THE LAND IN QUANTITIES WHICH MAY NOT BE TRANSFERRED OR DELIVERED WITHOUT A LICENSE UNDER THE ATOMIC ENERGY ACT OF 1946, AS IT NOW EXISTS OR MAY HEREAFTER BE AMENDED.
SUCH MATERIAAAAL SHALL BE THE PROPERTY OF THE UNITED STATES
ATOMIC ENERGY COMMISSION, AND THE COMMISSION MAY REQUIRE DELIVERY OF SUCH MATERIAL TO IT BY ANY POSSESSOR THEREOF AFTER SUCH MATERIAL HAS BEEN SEPARATED AS SUCH FROM THE ORES IN WHICH IT WAS CONTAINED. IF THE COMMISSION REQUIRES THE DELIVERY IT WAS CONTAINED. IF THE COMMISSION REQUIRES THE DELIVERY
OF SUCH MATERIAL TO IT, IT SHALL PAY TO THE PERSON MINING OR
EXTRACTING THE SAME. OR TO SUCH OTHER PERSON AS THE COMMISSION DETERMINES TO BE ENTITLED THERETO, SUCH SUMS, INCLUDING PROFITS AS TO THE COMMISSION DEEMS FAIR AND REASONABLE FOR THE DISCOVERY. PAGE A-126563

MINING, DEVELOPMENT, PRODUCTION, EXTRACTION AND OTHER SERVICES PERFORMED WITH RESPECT TO SUCH MATERIAL PRIOR TO SUCH DELIVERY, BUT SUCH PAYMENT SHALL NOT INCLUDE ANY AMOUNT ON ACCOUNT OF THE VALUE OF SUCH MATERIAL BEFORE REMOVAL FROM ITS PLACE OF DEPOSIT IN NATURE. IF THE COMMISSION DOES NOT REQUIRE DELIVERY OF SUCH MATERIAL TO IT, THE RESERVATION HEREBY MADE SHALL BE OF NO FURTHER FORCE OR EFFECT.

4

3. CONDITIONS AND REQUIREMENTS SET FORTH IN SEC. 1586, SUB-SECTION "C" OF SUB-CHAPTER VII, DISPOSAL OF WAR AND VETERANS HOUSING, TITLE 42 USCA.

4. RELINQUISHMENT OF RIGHT OF ACCESS TO STATE HIGHWAY AND OF LIGHT, VIEW AND AIR, UNDER TERMS OF DEED TO THE STATE OF WASHINGTON.
RECORDED : DECEMBER 12, 1957
AUDITOR'S NO.: 4857821

5. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES.

FOR PUBLIC UTILITY POLES
IN FAVOR OF STATE OF WASHINGTON
RECORDED OCTOBER 15, 1969

AUDITOR'S NO.: 5091828

AFFECTS : THE WEST 15 FEET

NOTE: THE OWNER'S POLICY TO BE ISSUED WILL CONTAIN THE WA 10 INDORSEMENT. SAID OWNER'S POLICY WILL NOT HAVE THE WA 9 INDORSEMENT ATTACHED, SINCE SAID PREMISES ARE VACANT LAND.

GENERAL TAXES ARE SHOWN AS EXEMPT ON THE GENERAL TAX ROLLS FOR THE YEAR 1975 WHICH APPEARS ON THE TAX ROLLS AS COUNTY TREASURER'S PARCEL NO. 000160-0004-02

NOTE: INVESTIGATION SHOULD BE MADE TO DETERMINE IF THERE ARE ANY SERVICE: INSTALLATION: MAINTENANCE OR CONSTRUCTION CHARGES FOR SEWER: WATER: GARBAGE OR ELECTRICITY.

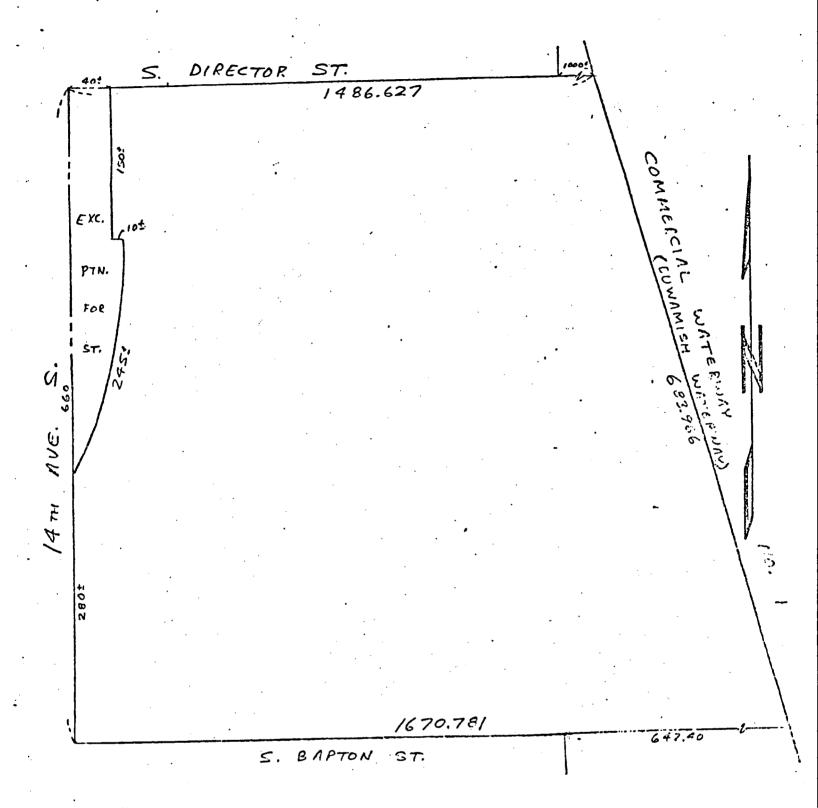
YEC/WTM

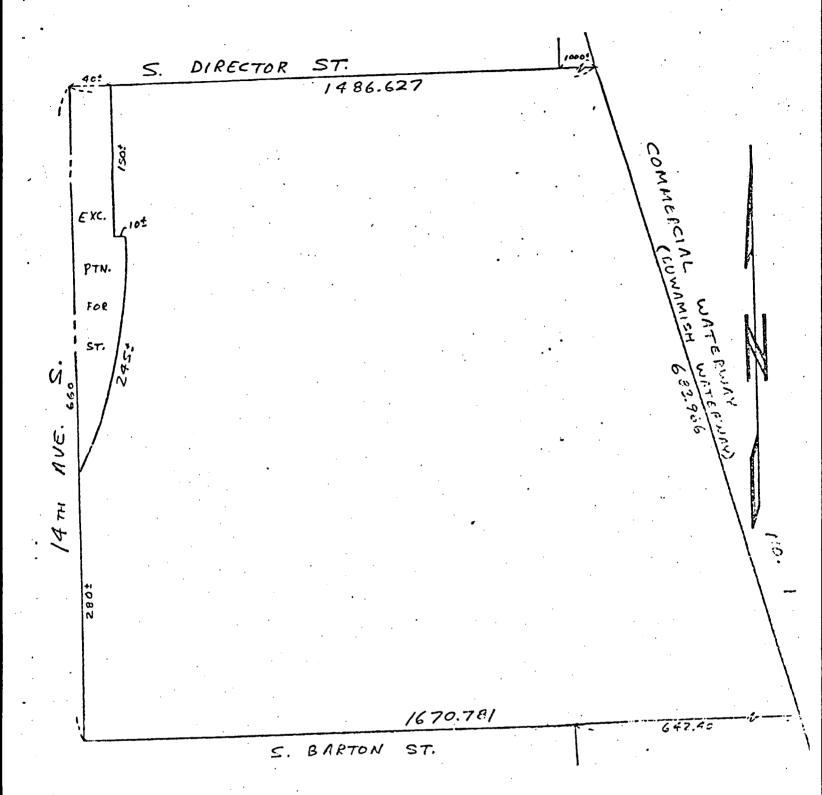
CC: MR. OLDS OF EXECUTIVE FUNDING CORPORATION

Authana

ARF

The sketch below is furnished without charge solely for the purpose of assisting in locating said premises and the Company assumes no liability for inaccuracies therein. It does not purport to show ALL highways, roads and easements adjoining or affecting said premises.





D Dec 12-57 (Limited Access) 4857821

Nov 15-57 \$10.00 & ovc

In the Matter of Primary State Highway No. 1, South

118th St to Junction SSH No. 1-K

The Housing Authority of the Countyof King, State of

Washington

to The State of Washington

су & W

All tht por of the flg desbd Parcel "A" lyng Wly of a ln drawn plw and 80ft dist Ely, when msrd at right angles and/or radially, from the A2 in of Primary State Highway No. 1, S 118th St to JunctionSH No. 1-K, EXCEPT tht from Highway Engineer's Station 9+00 on the A2 in, Nly to the N in of Parcel "A", ad in shall be plw and 70ft dist Ely, when msrd at right angles and/or radially, from the sd &q A2 in of sd hiwy

(Contidon2)vls

4857821 - 2

Parcel "A":

Tht por of the John Buckely Donation Claim No. 42 in twp 24 Nm4 ewm df:

Beg at the intrscin of the S in of Director St, frmly Duwamish Ave, as platted in South Park, per vol 4 plats pg 87,kcw, with the Ely in of 14th Av S, as condemned in King County Superior Court CauseNo. 102901; th S89°46'57" E alg the S in of Director St and S in produced 1486.627 ft to an intrscin of the W in of Commercial Waterway No. 1; th S 15°00'00" E alg sd W in 683.966ft; th N 89°46' 57" W 1670.781 ft to the E mgn of 14th Av S;th N0°37'08" E alg sd E mgn 660ft to the pob

The lands being conveyed hin contain an area of 13,300 sq ft, mrl, the specific details concerning all of which are to be found within tht certain map of definite location now of rec and on file in the office of the Dir of Hiwys at Olympia and bearing date of approval Mar 12-57 and revised Jul 23-57 and the cntrln of which is also shwn of rec in vol 1 of Highway Plats, pgs 68-69 and 70,kcw

(Huntin ons) VIB

ALSO, the fp hin cnvys and warrants to the sp all rights of ingress and egress (incl all existing, future or potential esmts of access, light, view and air) to, from and betw Primary State Highway No. 1, S 118th St to Junction SSH No. 1-K and the remainder of tht por of Parcel "A" lyng in the NE½ of the SE½ of sec 32-24-4 ewm

It is expressly intended tht these covs, burdens and rstns shall run with the land and shall forever bind the fp, its

The fp hin reserves the right to remove the imprvmnts from the lands hin conveyed, assuming all liabilities to persons and/or ppty connected with sd removal, at any time until Jul 1-58 however on sd date, all imprvmnts yet remng upon or partially remng upon sd lands shall become the ppty of the Stateof Washington and all rights of the fp hin to sd imprvmnts shall then cease and terminate.

4857821 - 4

The fp reserves the right to construct two 26 foot approaches connecting their remng lands to 14th Av S in the S 100ft of Parcel "A". Said approaches to be constructed at the fps expense.

It is understood and agreed that the dlvry of this D is hrby tendered and that the terms and obligations hrof shall not becomengative binding upon the State of Wash unless and until accepted and apprvd hon in writing from the for the State of Washington, Dept of Highways, by the Chief R/W Agent

Accepted & apprvd Dec 4-57 by Chief R/W Agent

xcn ok Mlto Dept of Hiwys Olympia, Wn

医垂直医垂变征 医人类 医人类医性性

IN THE MARKET OF Primary State Highway No. 1, South 115th Street to Assetion BON BO. 1-K

MENON ALL MEN BY THESE PRESENTS, That the Grantor THE ECUSING MUTHORITY OF THE COUNTY OF KING, STATE OF VASHINGTON

for sed in consideration of the sum of hight hundred and fifty and pitty/100 bollars (\$550.50) in hand paid, the receipt whereof is hereby enthrealedged, does hereby grant, varrant and convoy unto the State of bashington, to have and to hold forever, the sole, exclusive, continuous, parameter and perpetual right, permit and easement in the lands hereinsefter described for public utility poles incidental to the construction, operation, maintenance and/or improvement of the above mentioned highway. This conveyance is hereby declared and agreed to be inclusive of and limited to:

- (1) A full, free and exclusive right of way through the lands hereinafter described;
- (2) The exclusive right to grant permits, licenses, and/or-frenchises to any public utility within, upon or above the lands hereinafter described.

The Greator on behalf of itself and its successors or assigns, covenants and agrees to make no use of the underlying reversion without first securing, in writing, the consent of the State of Washington, Department of Highways.

The lambs which the Grantor conveys to the grantes upon the terms and conditions hereinabove contained, situated in the County of King, State of Emshington, and are described as follows:

The West 15 feet (in width) of the following described Parcel "A"; EURPTING THEREFORM all that portion conveyed for Primary State Eighnuy Bo. 1, by deed dated November 15, 1957, and recorded under haditor's File Bo. 4857821.

PARCEL "A" :

That portion of the John Buckely Donation Claim No. 42 in Township 24 North, Range b East, W.M., described as follows: Beginning at the intersection of the South line of Director Street, formerly Duramieh Aremue, as platted in South Park, according to plat recorded in Volume & of Plate, page 67, records of said County, with the Easterly line of 14th Aremue South, as condemned in King County Superior Court Cause No. 102901; thence South 89°46'57" East along the South line of Director Street and South line produced 1465.627 feet to an intersection of the Vest line of Commercial Vaterway Bo. 1; thence South 15°00'00" East along said Vest line 683.966 feet; thence Eorth 89°46'57" Vest 1670.781 feet to the East Margin of 14th Avenue South; thence Eorth 0°37'08" East along said East margin 660 feets to the point of beginning.

Shoot 1 of 2 shoots

2 sheets

Pareel Po. 16409

OCT 151959

The Grantee or its agents or easigns shall not reduce in size the parking area belonging to the Grantor except for the placing of utility poles. pulse shall be placed som to obstruct the driveways or hinder sade thereon. It is understood and agreed that the delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Chief Right of Way Agent. DATED this 16th day of___ September OCT 7 1959 bevoreque has he STATE OF WASHINGTON Department of Highways Chief Right Way Agent (ROTOKIBBAY TO STATE County of On this 16th day of September , A.D., 1979,
before me personally appeared Ren C Wilcox
to me known to be the Executive Director of the corporation that executed the
within and foregoing instrument, and he acknowledged that said instrument to be
the free and voluntary act and deed of the said corporation, for the uses and
purposes therein mentioned, and on oath stated that he was suthorized to execute
said instrument, and that the seal affixed is the corporate seal of said corporation. IN WITHESS WHEREOF, I have set my hand and affixed my official seal the and year above written. Botary Public in and for the State of Mashington Residing at Seattle, Washington OCT 151959



SUPPLEMENTAL REPORT

To: John D. Blankinship ally 1515 Norton Blag Seattle Wash 98104	Your Loan No. Our Order No. (Mortgagor) (Purchaser)	1265 ing Ou	63 Thorty
This is a supplemental title report covering changes since our ras follows: The following information affects the title to the property covering changes since our rate of the property changes since our rate of the property changes since our rate of the property changes	Meg. Lier	,19 ort, but is not in	at 7:30 A.M.
Paragraphs 2 and 3 are a	deletel.		

Dated as of the 34 day of February 1975.

By Mellin

T.O. 7002 - W.A. (3-74)

PIONEER NATIONAL TITLE INSURANCE

ATIONS COMPANY



Pioneer National Title Insurance Company

ATTOOR COMPANY

719 SECOND AVENUE . SEATTLE WASHINGTON 98104 . TELEPHONE 682 6600

WASHINGTON LAND TITLE ASSOCIATION PRELIMINARY COMMITMENT FOR TITLE INSURANCE

NUMBER: A-126563 UNIT : 16

TO: HOUSING AUTHORITY OF THE COUNTY OF KING C/O JOHN D. BLANKINSHIP ATTORNEY AT LAW

1515 NORTON BUILDING

SEATTLE, WASHINGTON

98104

A consolidated statement of all charges and advances in connection with this order will be provided at closing.

RE: HOUSING AUTHORITY OF KING COUNTY/EXECUTIVE FUNDING CORPORATION

DATE: FEBRUARY 20, 1975 AT 7:30 A.M.

IN EVENT THE TRANSACTION FAILS TO CLOSE AND THIS COMMITMENT IS CANCELLED. A FEE WILL BE CHARGED TO COMPLY WITH THE STATE INSURANCE CODE AND THE FILED SCHEDULE OF THIS COMPANY

COVERAGE OWNER'S STANDARD

AMOUNT \$1,000,000.00

PREMIUM \$2,184.00

TAX \$115.79

PIONEER NATIONAL TITLE INSURANCE COMPANY AGREES TO ISSUE ON REQUEST AND ON RECORDING OF ANY APPROPRIATE DOCUMENTS. ITS POLICY OR POLICIES AS APPLIED FOR, WITH COVERAGE AS INDICATED, BASED ON THIS PRELIMINARY COMMITMENT THAT TITLE TO THE PROPERTY DESCRIBED HEREIN IS VESTED ON THE DATE SHOWN ABOVE IN

THE HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON, A BODY CORPORATE AND POLITIC OF THE STATE OF WASHINGTON

SUBJECT ONLY TO THE EXCEPTIONS SHOWN HEREIN AND TO THE TERMS, CONDITIONS AND EXCEPTIONS CONTAINED IN THE POLICY FORM. THIS REPORT AND COMMITMENT SHALL HAVE NO FORCE OR EFFECT EXCEPT AS A BASIS FOR THE COVERAGE SPECIFIED HEREIN.

DESCRIPTION:

THAT PORTION OF THE JOHN BUCKLEY DONATION CLAIM NO. 42 IN TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF DIRECTOR STREET . FORMERLY DUWAMISH AVENUE, AS PLATTED IN SOUTH PARK. A-126563

ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 87, IN KING COUNTY, WASHINGTON, WITH THE EASTERLY LINE OF 14TH AVENUE SOUTH, AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 102901; THENCE SOUTH 89°46'57" EAST ALONG THE SOUTH LINE OF DIRECTOR STREET AND SOUTH LINE PRODUCED 1486.627 FEET TO AN INTERSECTION OF THE WEST LINE OF COMMERCIAL WATERWAY NO. 1; THENCE SOUTH 15°00'00" EAST ALONG SAID WEST LINE 683.966 FEET; THENCE NORTH 89°46'57" WEST 1670.781 FEET TO THE EAST MARGIN OF 14TH AVENUE SOUTH; THENCE NORTH 0°37'08" EAST ALONG SAID EAST MARGIN 660.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4857821, FOR PRIMARY STATE HIGHWAY NO. 1.

EXCEPTIONS:

- 1. LIEN OF REAL ESTATE EXCISE SALES TAX UPON ANY SALE OF SAID PREMISES. IF UNPAID.
- 2. RESERVATIONS CONTAINED IN DEED EXECUTED BY & UNITED STATES OF AMERICA RECORDED & JUNE 26, 1953 AUDITOR'S NO.: 4357649 AS FOLLOWS:

ALL URANIUM. THORIUM AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 "B" "1" OF THE ATOMIC ENERGY ACT OF 1946 "60 STAT. 761" TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL, CONTAINED IN WHATEVER CONCENTRATION, IN DEPOSITS IN THE LAND'S COVERED BY THIS INSTRUMENT ARE HEREBY RESERVED FOR USE OF THE UNITED STATES, TOGETHER WITH THE RIGHT OF THE UNITED STATES, THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES AT ANY TIME TO ENTER UPON THE LAND AND PROSPECT FOR, MINE AND REMOVE THE SAME, MAKING JUST COMPENSATION FOR ANY DAMAGE OR INJURY OCCASIONED THEREBY. HOWEVER, SUCH LAND MAY BE USED AND ANY RIGHTS OTHERWISE ACQUIRED BY THIS DISPOSITION MAY BE EXERCISED, AS IF NO RESERVATION OF SUCH MATERIAL HAS BEEN MADE: EXCEPT THAT WHEN SUCH USE RESULTS IN THE EXTRACTION OF ANY SUCH MATERIAL FROM THE LAND IN QUANTITIES WHICH MAY NOT BE TRANSFERRED OR DELIVERED WITHOUT A LICENSE UNDER THE ATOMIC ENERGY ACT OF 1946, AS IT NOW EXISTS OR MAY HEREAFTER BE AMENDED. SUCH MATERIAAAAL SHALL BE THE PROPERTY OF THE UNITED STATES ATOMIC ENERGY COMMISSION, AND THE COMMISSION MAY REQUIRE DELIVERY OF SUCH MATERIAL TO IT BY ANY POSSESSOR THEREOF AFTER SUCH MATERIAL HAS BEEN SEPARATED AS SUCH FROM THE ORES IN WHICH IT WAS CONTAINED. IF THE COMMISSION REQUIRES THE DELIVERY OF SUCH MATERIAL TO IT, IT SHALL PAY TO THE PERSON MINING OR EXTRACTING THE SAME, OR TO SUCH OTHER PERSON AS THE COMMISSION DETERMINES TO BE ENTITLED THERETO, SUCH SUMS, INCLUDING PROFITS AS TO THE COMMISSION DEEMS FAIR AND REASONABLE FOR THE DISCOVERY. A=126563 PAGE 2

MINING, DEVELOPMENT, PRODUCTION, EXTRACTION AND OTHER SERVICES PERFORMED WITH RESPECT TO SUCH MATERIAL PRIOR TO SUCH DELIVERY, BUT SUCH PAYMENT SHALL NOT INCLUDE ANY AMOUNT ON ACCOUNT OF THE VALUE OF SUCH MATERIAL BEFORE REMOVAL FROM ITS PLACE OF DEPOSIT IN NATURE. IF THE COMMISSION DOES NOT REQUIRE DELIVERY OF SUCH MATERIAL TO IT, THE RESERVATION HEREBY MADE SHALL BE OF NO FURTHER FORCE OR EFFECT.

3. CONDITIONS AND REQUIREMENTS SET FORTH IN SEC. 1586, SUB-SECTION "C" OF SUB-CHAPTER VII, DISPOSAL OF WAR AND VETERANS HOUSING, TITLE 42 USCA.

4. RELINGUISHMENT OF RIGHT OF ACCESS TO STATE HIGHWAY AND OF LIGHT, VIEW AND AIR, UNDER TERMS OF DEED TO THE STATE OF WASHINGTON.
RECORDED : DECEMBER 12, 1957
AUDITOR'S NO.: 4857821

5. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES

STATED HEREIN, AND INCIDENTAL PURPOSES.

FOR * PUBLIC UTILITY POLES

IN FAVOR OF * STATE OF WASHINGTON

RECORDED | OCTOBER 15, 1969

AUDITOR'S NO.: 5091828

AFFECTS # THE WEST 15 FEET

NOTE: THE OWNER'S POLICY TO BE ISSUED WILL CONTAIN THE WA 10 INDORSEMENT. SAID OWNER'S POLICY WILL NOT HAVE THE WA 9 INDORSEMENT ATTACHED. SINCE SAID PREMISES ARE VACANT LAND.

GENERAL TAXES ARE SHOWN AS EXEMPT ON THE GENERAL TAX ROLLS FOR THE YEAR 1975 WHICH APPEARS ON THE TAX ROLLS AS COUNTY TREASURER'S PARCEL NO. 000160-0004-02

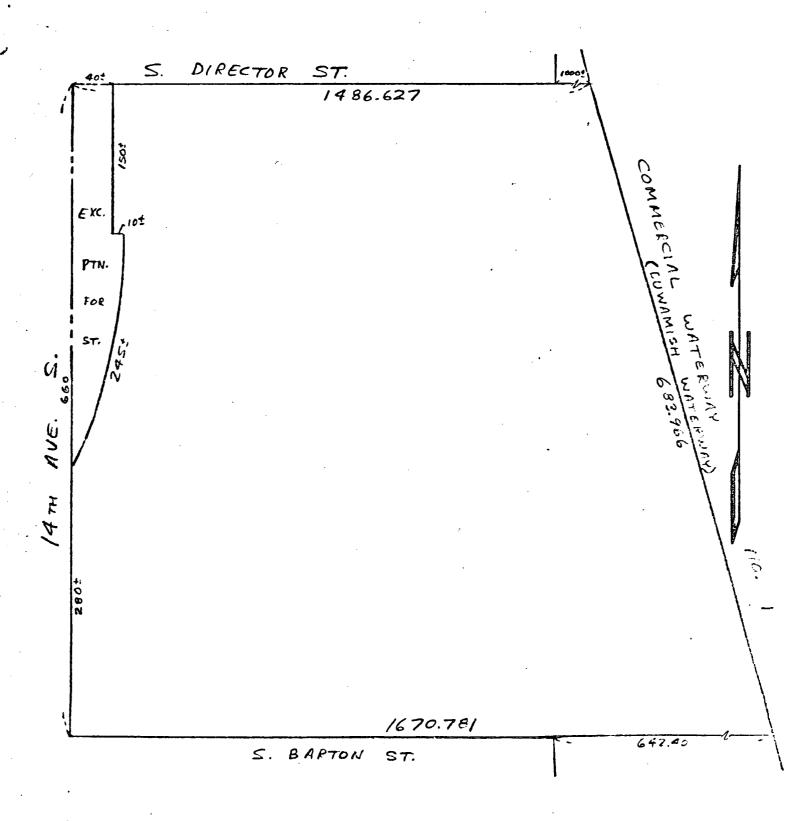
NOTE: INVESTIGATION SHOULD BE MADE TO DETERMINE IF THERE ARE ANY SERVICE: INSTALLATION: MAINTENANCE OR CONSTRUCTION CHARGES FOR SEWER: WATER: GARBAGE OR ELECTRICITY.

YEC/WTM

CC: MR. OLDS OF EXECUTIVE FUNDING CORPORATION

The Company has not surveyed the premises described in A-126563

The sketch below is furnished without charge solely for the purpose of assisting in locating said premises and the Company assumes no liability for inaccuracies therein. It does not purport to show ALL highways, roads and ease, ments adjoining or affecting said premises.



A-126563



Pioneer National Title Insurance Company

ATICOR COMPANY

719 SECOND AVENUE . SEATTLE WASHINGTON 98104 . TELEPHONE 692 6600

WASHINGTON LAND TITLE ASSOCIATION PRELIMINARY COMMITMENT FOR TITLE INSURANCE

NUMBER: A-126563

UNIT : 16

TO: HOUSING AUTHORITY OF THE COUNTY OF KING C/O JOHN D. BLANKINSHIP ATTORNEY AT LAW 1515 NORTON BUILDING SEATTLE, WASHINGTON 98104

A consolidated statement of all charges and advances in connection with this order will be provided at closing.

RE: HOUSING AUTHORITY OF KING COUNTY/EXECUTIVE FUNDING CORPORATION

DATE: FEBRUARY 20, 1975 AT 7:30 A.M.

IN EVENT THE TRANSACTION FAILS TO CLOSE AND THIS COMMITMENT IS CANCELLED. A FEE WILL BE CHARGED TO COMPLY WITH THE STATE INSURANCE CODE AND THE FILED SCHEDULE OF THIS COMPANY

COVERAGE OWNER'S STANDARD

AMOUNT \$1,000,000.00

PREMIUM \$2,184.00

TAX \$115.79

PIONEER NATIONAL TITLE INSURANCE COMPANY AGREES TO ISSUE ON REQUEST AND ON RECORDING OF ANY APPROPRIATE DOCUMENTS, ITS POLICY OR POLICIES AS APPLIED FOR, WITH COVERAGE AS INDICATED, BASED ON THIS PRELIMINARY COMMITMENT THAT TITLE TO THE PROPERTY DESCRIBED HEREIN IS VESTED ON THE DATE SHOWN ABOVE IN

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DESCRIPTION:

BY DIGHT S Phillips
AUTHORIZED SIGNATORY 98 AV.

THAT PORTION OF THE JOHN BUCKLEY DONATION CLAIM NO. 42 IN TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF DIRECTOR STREET. FORMERLY DUWAMISH AVENUE. AS PLATTED IN SOUTH PARK.

A=126563 PAGE 1

ACCORDING TO THE PLAT RECORDED IN VOLUME 4 OF PLATS. PAGE 87. IN KING COUNTY: WASHINGTON: WITH THE EASTERLY LINE OF 14TH AVENUE SOUTH: AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 102901: THENCE SOUTH 89°46'57" EAST ALONG THE SOUTH LINE OF DIRECTOR STREET AND SOUTH LINE PRODUCED 1486.627 FEET TO AN INTERSECTION OF THE WEST LINE OF COMMERCIAL WATERWAY NO. 1: THENCE SOUTH 15°00'00" EAST ALONG SAID WEST LINE 683.966 FEET: THENCE NORTH 89°46'57" WEST 1670.781 FEET TO THE EAST MARGIN OF 14TH AVENUE SOUTH: THENCE NORTH 0°37'08" EAST ALONG SAID EAST MARGIN 660.00 FEET TO THE POINT OF BEGINNING:

EXCEPT THAT PORTION AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4857821, FOR PRIMARY STATE HIGHWAY NO. 1.

EXCEPTIONS!

1. LIEN OF REAL ESTATE EXCISE SALES TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.

2. RESERVATIONS CONTAINED IN DEED EXECUTED BY : UNITED STATES OF AMERICA RECORDED : JUNE 26, 1953 AUDITOR'S NO.: 4357649

AS FOLLOWS

ALL URANIUM, THORIUM AND ALL OTHER MATERIALS DETERMINED PURSUANT TO SECTION 5 "B" "1" OF THE ATOMIC ENERGY ACT OF 1946 "60 STAT. 761" TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIAL , CONTAINED IN WHATEVER CONCENTRATION , IN DEPOSITS IN THE LANDS COVERED BY THIS INSTRUMENT ARE HEREBY RESERVED FOR USE OF THE UNITED STATES, TOGETHER WITH THE RIGHT OF THE UNITED STATES, THROUGH ITS AUTHORIZED AGENTS OR REPRESENTATIVES AT ANY TIME TO ENTER UPON THE LAND AND PROSPECT FOR, MINE AND REMOVE THE SAME, MAKING JUST COMPENSATION FOR ANY DAMAGE OR INJURY OCCASIONED THEREBY. HOWEVER . SUCH LAND MAY BE USED AND ANY RIGHTS OTHERWISE ACQUIRED BY THIS DISPOSITION MAY BE EXERCISED, AS IF NO RESERVATION OF SUCH MATERIAL HAS BEEN MADE: EXCEPT THAT, WHEN SUCH USE RESULTS IN THE EXTRACTION OF ANY SUCH MATERIAL FROM THE LAND IN QUANTITIES WHICH MAY NOT BE TRANSFERRED OR DELIVERED WITHOUT A LICENSE UNDER THE ATOMIC ENERGY ACT OF 1946, AS IT NOW EXISTS OR MAY HEREAFTER BE AMENDED, SUCH MATERIAAAAL SHALL BE THE PROPERTY OF THE UNITED STATES ATOMIC ENERGY COMMISSION, AND THE COMMISSION MAY REQUIRE DELIVERY OF SUCH MATERIAL TO IT BY ANY POSSESSOR THEREOF AFTER SUCH MATERIAL HAS BEEN SEPARATED AS SUCH FROM THE ORES IN WHICH IT WAS CONTAINED. IF THE COMMISSION REQUIRES THE DELIVERY OF SUCH MATERIAL TO IT. IT SHALL PAY TO THE PERSON MINING OR EXTRACTING THE SAME. OR TO SUCH OTHER PERSON AS THE COMMISSION DETERMINES TO BE ENTITLED THERETO, SUCH SUMS, INCLUDING PROFITS AS TO THE COMMISSION DEEMS FAIR AND REASONABLE FOR THE DISCOVERY. A-126563 PAGE 2

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3. CONDITIONS AND REQUIREMENTS SET FORTH IN SEC. 1586, SUB-SECTION "C" OF SUB-CHAPTER VII, DISPOSAL OF WAR AND VETERANS HOUSING, TITLE 42 USCA.

4. RELINQUISHMENT OF RIGHT OF ACCESS TO STATE HIGHWAY AND OF LIGHT, VIEW AND AIR, UNDER TERMS OF DEED TO THE STATE OF WASHINGTON.
RECORDED : DECEMBER 12, 1957
AUDITOR'S NO.: 4857821

5. AN EASEMENT AFFECTING THE PORTION OF SAID PREMISES AND FOR THE PURPOSES STATED HEREIN. AND INCIDENTAL PURPOSES.

STATED HEREIN, AND INCIDENTAL PURPOSES.

FOR : PUBLIC UTILITY POLES

IN FAVOR OF STATE OF WASHINGTON RECORDED COTOBER 15, 1969

AUDITOR'S NO.: 5091828

AFFECTS : THE WEST 15 FEET

NOTE: THE OWNER'S POLICY TO BE ISSUED WILL CONTAIN THE WA 10 INDORSEMENT. SAID OWNER'S POLICY WILL NOT HAVE THE WA 9 INDORSEMENT ATTACHED, SINCE SAID PREMISES ARE VACANT LAND.

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NOTE: INVESTIGATION SHOULD BE MADE TO DETERMINE IF THERE ARE ANY SERVICE, INSTALLATION, MAINTENANCE OR CONSTRUCTION CHARGES FOR SEWER, WATER, GARBAGE OR ELECTRICITY.

YE C/WTM

CC: MR. OLDS OF EXECUTIVE FUNDING CORPORATION

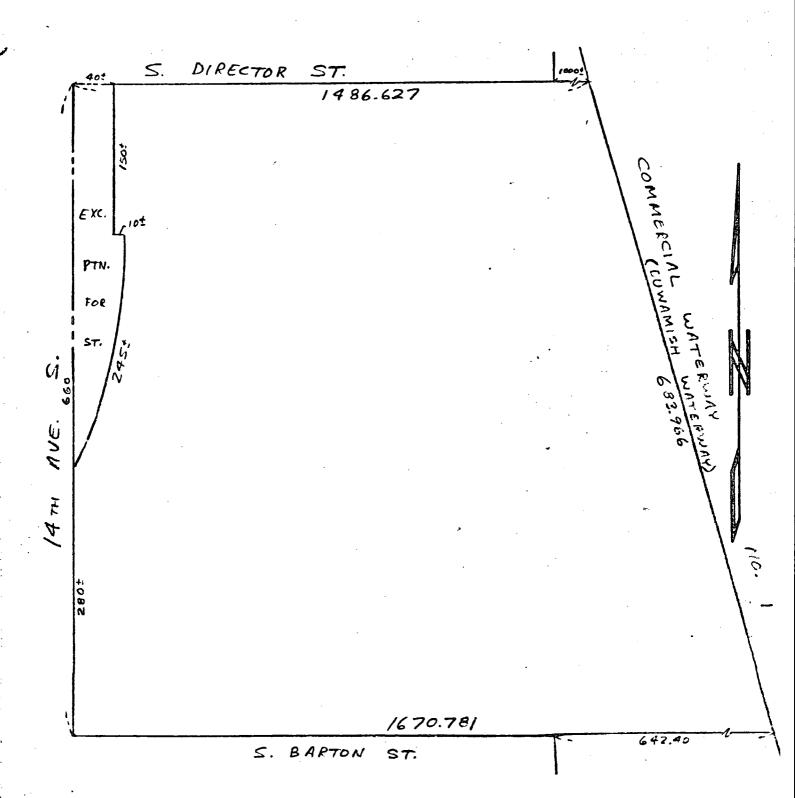
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A-126563



SOUND ESTATES REALTY

September 16, 1975

Mr. Glenn Edwards, President, Manson Construction and Engineering 5209 East Marginal Way South,	
Seattle, Washington, IT 98134. Housing ATHOR.	A SALZ OF THE KING COUNTY PREPENTY COMPLETED BY MANSON CONST
Dear Mr. Edwards: The Focusing	CONDITIONS SHALL APPY

At our meeting September 11, 1975, I promised to submit in writing, the specific obligations I will assume related to your purchase of the Housing Authority of the County of King property in South Park.

Also, this agreement includes payment of commission funds due Sound Estates Realty for sale of the above property.

Specific duties to be performed by Sound Estates Realty. with all costs to be assumed by same. include:

- (1) Property survey -- by Len Schroeter of Seahurst, WA.
- (2) Secure lowest possible bid on demolition job.
- (3) Credit Manson Construction with \$35,000 of \$100,000 commission toward this cost.
- (4) Obtain demolition permit.
- (5) Secure sewer hook-up feasibility study. (This will not include final engineering plans).

It was further agreed that Sound Estates Realty and procure purchasers and/or tenants for the developed property for a fee to be negotiated at that time.

The sixty-five thousand dollar commission may be payable as follows: Fifteen thousand and no/100 dollars on closing. and fifty thousand and no/100 dollars due and payable six months after closing, without interest, by executing a General Agreement Form 482.

Sincerely. arvada ? Mc Farland Arvada E. McFarland, Broker

SOUTH • KENT, WASHINGTON 98031 • (206) VE 9-9410

Estate Planning

878-8012

GENERAL AGREEMENT

THIS AGREEMENT, Made this27th	_day ofFebruary	, A.D.1976
at Kent		
By and Between PADILLA BROTHERS CO.	12253 First Avenue So.	Phone 244-1573
Seattle, Wash. 98168	_of	_KING
County, State of WASHINGTON	, the part 又 _	of the first part,
and SOUND ESTATES REALTY, 24645 Pacifi		
ofKing	_County, State of Washingtor	1,
part y of the second part,		
WITNESSETH: That, in consideration of the 1	nutual covenants and agreemen	nts, to be kept and
performed on the part of said parties hereto, res		-
of the first part do_as_ hereby covenant and agr	ee that said party of the	firstpart
shall and will furnishall labor and mater		·
at 9100-15th Ave. So., known as King Co	ounty Housing South Park Co	ourts. All street
concrete pads and sidewalks to remain;	all power poles to be remo	ved by contractor
disconnection of utilities to be arrang	ged for by contractor; demo	olition permit to
be obtained by contractor; PERFORMANCE	BOND in full amount of con	stract to be fur-
nished by contractor by March 15, 1976;	proof of liability covers	ge to be furnishe
by contractor.		
And said party of the second part hereby	covenant and agree that said po	ırt 🖳 of the
secondpart shall and will pay to fir	st_party_full_amount_of_co	ntract, thirty
five thousand dollars inchWashington	State Sales Tax, within te	n days after com-
pletion of contract obligations.		
	11 . 1	manaamanta haraim
And for the true and faithful performance of		
mentioned the parties hereto are held and fire		
of the United	•	
damages to be paid by the partyfailing and agreements to other parties hereto.	to keep all and several	covenants
It is hereby and mutually agreed that time is	material and of the essence of th	is contract.
IN WITNESS WHEREOF, the said parties he year first above written.	ive hereunto set their hands an	d seals, the day and
Signed, Sealed and Delivered in Presence of	dy	(SEAL)
8 15.00 P	Melle ()	Tille (SEAL)
Grada Extates Realty apreda & Mc Touland De	 	(SEAL)
Chada ? Mc Tailand, VI	9 4	(SEAL)

	TE OF)	•					
	ington		}	ss.	(INDIV	IDUAL AC	KNOWLEDGM	(ENT)	
County of Kin)						
ı, <u>Lotti</u>	e A. Stasz	ak .		, 1	Notary Pul	olic in and f	or the State o	f Was	hington
do hereby certify th	at on this	27th	day	ofF	ebruar	:y	, 19_7	6_, per	sonally
appeared before me.	Patrick	Padil	la.&.Le	o.s.	Padill	.a		-	
	Arvada E.	McFa	rland						
to me known to be t	he individual_ S	_ describ	ed in and w	ho execut	ed the wi	thin instrun	nent and ackn	owledge	ed that
purposes herein mer	ed and sealed the s ationed.	same as	their		_free and	voluntary a	ct and deed fo	r the u	s es and
GIVEN UNDER	MY HAND AND	OFFICIA	L SEAL th	nis	<u>27 t</u>	<u>h</u>			_day of
Febru	ary	, 19.	<u>76.</u>		0		,	,	
				5	altie	A. Si	tasyak	, 	
Notary Public in and		Wash.	, residing						County.
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No. cot

GENERAL AGREEMENT

PADILLA BROTHERS COMPANY

FROM

12253 First Ave. So. Sea., Wa. 981

SOUND ESTATES REALTY

2\$645 Pac. Hwy. So.-Kent, Wa. 980